

**RECEIVED
CENTRAL FAX CENTER****FEB 21 2006****PATENT****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of:	Ivan De Scheerder, Jurgen Sohler, Natasja Van Der Leden, Jan Van Humbeeck
Application No.:	09/798990
Filed:	March 6, 2001
For:	Intraluminal perforated radially expandable drug delivery prosthesis and a method for the production thereof
Examiner:	Alvin Stewart
Group Art Unit:	3738

**Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450**

Docket No.: S63.2I-13056-US01**AMENDMENT, PETITION AND FEE TO CORRECT AND/OR ADD
TO ORIGINALLY NAMED INVENTOR(S) (37 C.F.R. 1.48(a) AND/OR (c))****1. This amendment and petition is to:**

- ☒ correct the incorrect original naming of inventor(s) under
37 C.F.R. 1.48(a).

2. Addition and/or Deletion of Inventor(s)

- ☒ Add the following previously unnamed person(s) as inventor(s) of
this application:

Jan Van Humbeeck

3. Attachments

Attached is:

- (a) a statement of facts verified by the original named inventor(s) establishing when the error without deceptive intention was discovered and how it occurred and/or when the claims to the previously disclosed unclaimed subject by the inventor(s) not named in the application were added and the diligence with which this petition and amendment is being made with respect to these facts.
- (b) a statement of facts from each person being added as an inventor that the error in inventorship occurred without deceptive intention on his/her part.
- (c) a declaration by each of the actual inventor(s) as required by 37 C.F.R. 1.63.
- (d) written assent of the assignee (if applicable).

4. Fee Payment (37 C.F.R. 1.17(h))

The fee required is paid as follows:

- ☐ Enclosed is a check for \$130.00.
- ☒ Charge Deposit Account No. 22-0350 for any deficiency.
- ☒ Charge Deposit Account No. 22-0350 the sum of \$130.00.

Respectfully submitted,

VIDAS, ARRETT & STEINKRAUS

Date: 2/21/06

By: 

James M. Urzedowski
Registration No.: 48596

6109 Blue Circle Drive, Suite 2000
Minnetonka, MN 55343-9185
Telephone: (952) 563-3000
Facsimile: (952) 563-3001

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FEB 22 2006

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

Atty Dkt. 4059-22

C# M#

YATAGAI et al

TC/A.U.

3611

Serial No. 10/816,125

Examiner: Boehler, A.M.

Filed: April 2, 2004

Date: February 22, 2006

Title: SNOWMOBILE FOUR-CYCLE ENGINE ARRANGEMENT

FACSIMILE CERTIFICATE

I hereby certify that this Amendment is being transmitted by facsimile to the Patent and Trademark Office on February 22, 2006, specifically to 571-273-8300.



Signature

H. Warren Burnam, Jr.

Reg. No. 29,366

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

No. of pages transmitted (including this cover sheet): 15 pages

Sir:

RESPONSE/AMENDMENT/LETTER

This is a response/amendment/letter in the above-identified application and includes an attachment which is hereby incorporated by reference and the signature below serves as the signature to the attachment in the absence of any other signature thereon.

☒ **Correspondence Address Indication Form Attached.****Fees are attached as calculated below:**

Total effective claims after amendment	9	minus highest number	
previously paid for	20	(at least 20) =	0 x \$50.00
			\$0.00 (1202)/\$0.00 (2202) \$

Independent claims after amendment	2	minus highest number	
previously paid for	3	(at least 3) =	0 x \$200.00
			\$0.00 (1201)/\$0.00 (2201) \$

If proper multiple dependent claims now added for first time, (ignore improper); add

\$360.00 (1203)/\$180.00 (2203) \$

Petition is hereby made to extend the current due date so as to cover the filing date of this paper and attachment(s)

One Month Extension	\$120.00 (1251)/\$60.00 (2251)
Two Month Extensions	\$450.00 (1252)/\$225.00 (2252)
Three Month Extensions	\$1020.00 (1253)/\$510.00 (2253)
Four Month Extensions	\$1590.00 (1254)/\$795.00 (2254)
Five Month Extensions	\$2160.00 (1255)/\$1080.00 (2255)

Terminal disclaimer enclosed, add	\$130.00 (1814)/\$65.00 (2814) \$	130.00
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☐ Applicant claims "small entity" status. ☐ Statement filed herewith

Rule 56 Information Disclosure Statement Filing Fee	\$180.00 (1806) \$
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Assignment Recording Fee	\$40.00 (8021) \$
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Other:	\$
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TOTAL FEE TO BE CHARGED TO DEPOSIT ACCOUNT 14-1140 \$ 130.00

The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper hereafter filed in this application by this firm) to our Account No. 14-1140. A duplicate copy of this sheet is attached.

901 North Glebe Road, 11th Floor
Arlington, Virginia 22203-1808
Telephone: (703) 816-4000
Facsimile: (703) 816-4100
HWB:ish

NIXON & VANDERHYE P.C.

By Atty: H. Warren Burnam, Jr., Reg. No. 29,366

Signature: 

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Docket No.: S63.2I-13056-US01**AMENDMENT, PETITION AND FEE TO CORRECT AND/OR ADD
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this application:

Jan Van Humbeeck

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Attached is:

- (a) a statement of facts verified by the original named inventor(s) establishing when the error without deceptive intention was discovered and how it occurred and/or when the claims to the previously disclosed unclaimed subject by the inventor(s) not named in the application were added and the diligence with which this petition and amendment is being made with respect to these facts.
- (b) a statement of facts from each person being added as an inventor that the error in inventorship occurred without deceptive intention on his/her part.
- (c) a declaration by each of the actual inventor(s) as required by 37 C.F.R. 1.63.
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The fee required is paid as follows:

- ☐ Enclosed is a check for \$130.00.
- ☒ Charge Deposit Account No. 22-0350 for any deficiency.
- ☒ Charge Deposit Account No. 22-0350 the sum of \$130.00.

Respectfully submitted,

VIDAS, ARRETT & STEINKRAUS

Date: 2/21/06

By: 

James M. Urzedowski
Registration No.: 48596

6109 Blue Circle Drive, Suite 2000
Minnetonka, MN 55343-9185
Telephone: (952) 563-3000
Facsimile: (952) 563-3001

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Group Art Unit:	3738

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Docket No.: S63.2-13056-US01

FACSIMILE TRANSMITTAL LETTER

TO: Examiner Alvin Stewart
FACSIMILE NO.: 571-273-8300
GROUP ART UNIT: 3738
TOTAL NUMBER OF PAGES (including cover letter): 25

DATE: February 21, 2006
TIME: 2:56 pm

Following please find a 2 page Amendment, Petition and Fee to Correct and/or Add to Originally Named Inventor(s) (37 C.F.R. 1.48(a) and/or (c)); 1 page Statement from Ivan De Scheerder; 1 page Statement from Jorgen Sohler; 1 page Statement from Natasja Van Der Leden; 1 page Statement from Jan Van Humbeeck; 2 page Declaration; 1 page Assignee's Consent to Request to Add Inventors 37 C.F.R. §1.497(D)(3); 2 page Assignee's Statement of Ownership 37 C.F.R. 3.73(B); 13 page copy of Assignment documents in addition to this 1 page Facsimile Transmittal Letter.

If a fee is required, Commissioner of Patents is hereby authorized to charge Deposit Account No. 22-0350 for any required fees. To the extent that any petition is required to consider this communication, please treat this as such a petition.

Respectfully Submitted,

VIDAS, ARRETT & STEINKRAUS, P.A.

Date: 2/21/06By: 

James M. Urzedowski
Reg. No. 48596

6109 Blue Circle Drive, Suite 2000
Mimetonka, MN 55343-9185
Telephone: (952) 563-3000
Facsimile: (952) 563-3001

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Certificate of Transmission

I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office, Fax No. 571-273-8300, on 2/21/2006.

Signature: Rebecca Delchene

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:	Ivan De Scheerder, Jurgen Sohler, Natasja Van Der Leden, Jan Van Humbeeck
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Group Art Unit:	3738

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Docket No.: S63,21-13056-US01

STATEMENT FROM IVAN DE SCHEERDER

An error was noticed in the inventorship of U.S. application number 09/798,990. It has been realized that Jan Van Humbeeck, in addition to myself, Jurgen Sohler, and Natasja Van Der Leden, should have been listed on the Declaration submitted with the United States Patent and Trademark Office on June 11, 2001. The error in inventorship occurred without deceptive intention.

Date: 16/02/2006By: 
Ivan De Scheerder

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CENTRAL FAX CENTER
FEB 21 2006

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

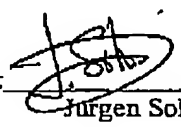
In re Application of:	Ivan De Scheerder, Jorgen Sohler, Natasja Van Der Leden, Jan Van Humbeeck
Application No.:	09/798990
Filed:	March 6, 2001
For:	Intraluminal perforated radially expandable drug delivery prosthesis and a method for the production thereof
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Group Art Unit:	3738

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Docket No.: S63.2I-13056-US01

STATEMENT FROM JURGEN SOHLER

An error was noticed in the inventorship of U.S. application number 09/798,990. It has been realized that Jan Van Humbeeck, in addition to myself, Ivan De Scheerder, and Natasja Van Der Leden, should have been listed on the Declaration submitted with the United States Patent and Trademark Office on June 11, 2001. The error in inventorship occurred without deceptive intention.

Date: 14 - FEB - 2006By: 
Jorgen Sohler

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PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:	Ivan De Scheerder, Jorgen Sohler, Natasja Van Der Leden, Jan Van Humbeeck
Application No.:	09/798990
Filed:	March 6, 2001
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Group Art Unit:	3738

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Docket No.: S63.2I-13056-US01

STATEMENT FROM NATASJA VAN DER LEDEN

An error was noticed in the inventorship of U.S. application number 09/798,990. It has been realized that Jan Van Humbeeck, in addition to myself, Ivan De Scheerder, and Jorgen Sohler, should have been listed on the Declaration submitted with the United States Patent and Trademark Office on June 11, 2001. The error in inventorship occurred without deceptive intention.

Date: 15-02-2006By: N. J. D. Leden
Natasja Van Der Leden

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PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:	Ivan De Scheerder, Jurgen Sohler, Natasja Van Der Leden, Jan Van Humbeeck
Application No.:	09/798990
Filed:	March 6, 2001
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Group Art Unit:	3738

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Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Docket No.: S63.2I-13056-US01

STATEMENT FROM JAN VAN HUMBEECK

An error was noticed in the inventorship of U.S. application number 09/798,990.

I, Jan Van Humbeeck, was omitted from the Declaration submitted with the United States Patent and Trademark Office on June 11, 2001. The error in inventorship occurred without deceptive intention on my part.

Date:

14/02/2006

By:

Jan Van Humbeeck

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13-01-2006 11:53

GEVERS & VANDER HAEGHEN 3

32 2 5359900 P.04/04

DECLARATION AND POWER OF ATTORNEY U.S.A.

FOR ATTORNEYS' USE ONLY

ATTORNEYS' DOCKET NO.

P66457US1

ALL PATENTS, INCLUDING DESIGN
FOR APPLICATION BASED ON PCT; PARIS CONVENTION;
NON PRIORITY; OR PROVISIONAL APPLICATIONS

As a below named inventor, I declare that my residence, post office address and citizenship are stated below next to my name. The information given hereth is true. That I believe that I am the original, first and sole inventor (if only one name is listed at 201 below), or an original, first and joint inventor (if plural inventors are named below at 201-203, or on additional sheets attached hereto) of the subject matter which is claimed and for which patent is sought on the invention entitled:

Intraluminal perforated radially expandable drug delivery prosthesis and a method for the production thereof

which is described and claimed in:

☐ PCT International Application No. _____ filed _____☐ the specification in application Serial No. _____ filed _____

(if applicable) and amended on _____

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, §1.56. I hereby claim foreign priority benefits under Title 35, United States Code, §119 (a)-(d) of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)

Priority Claimed

00870035.3

Europe

7 March 2000

(Number)

(Country)

(Day/Month/Year Filed)

☒ Yes☐ No

(Number)

(Country)

(Day/Month/Year Filed)

☐ Yes☐ No

(Number)

(Country)

(Day/Month/Year Filed)

☐ Yes☐ No

I hereby claim the benefit under Title 35, United States Code §119(e) of any United States provisional application(s) listed below:

Application No. _____

Filing Date _____

Application No. _____

Filing Date _____

POWER OF ATTORNEY: As a named inventor, I hereby appoint the following attorneys (Registration No.) to prosecute this application, receive and act on instructions from my agent, and transact all business in the Patent and Trademark Office connected therewith. HARVEY B. JACOBSON, JR. (20,851); JOHN CLARKE HOLMAN (22,769); MARVIN R. STERN (20,840); ALLEN S. MELSER (27,216); MICHAEL R. SLOBASKY (28,421); JONATHAN L. SCHERER (29,851); IRWIN M. AISENBERG (19,007); WILLIAM E. PLAYER (31,409); YOON S. HAM (45,307) and NATHANIEL A. HUMPHRIES (22,772)

SEND CORRESPONDENCE TO: CUSTOMER NO. 00136

or

JACOBSON HOLMAN
PROFESSIONAL LIMITED LIABILITY COMPANY
400 SEVENTH STREET, N.W.
WASHINGTON, D.C. 20004

DIRECT TELEPHONE CALLS TO:
(please use Attorney's Docket No.) (202) 638-6566

JACOBSON HOLMAN
PROFESSIONAL LIMITED LIABILITY COMPANY

*Inventor(s) name must include at least one unabbreviated first or middle name.

	FULL NAME * OF INVENTOR	FAMILY NAME	GIVEN NAME	MIDDLE NAME	COUNTRY OF CITIZENSHIP	STATE OR FOREIGN COUNTRY	CITY	POST OFFICE ADDRESS	ZIP CODE
201	De Scheerder	Ivan			Belgium	Belgium	Herent	Keeromstraat 5A	3020
202	Sohier	Jürgen			Belgium	Belgium	Leuven	De vier vaantjes 61	3000
203	van der Leden	Natasja			Netherlands	Netherlands	Zaist	Laan van Vollenhoven 642	3706 AA

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, under section 1001 of Title 18 of the United States Code; and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

SIGNATURE OF INVENTOR 201*	SIGNATURE OF INVENTOR 202*	SIGNATURE OF INVENTOR 203*
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
DATE 07-12-2005	DATE 05-12-2005	DATE 19-12-2005

[X] Additional inventors are named on separately numbered sheets attached hereto.

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P66457 66457/04 11 word
TOTAL PAGE(S) 04

13-01-2006 11:53

GEVERS & VANDER HAEGHEN 3

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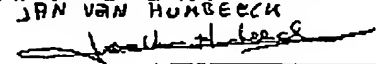
P.03/04

JACOBSON HOLMAN PLLC
ADDITIONAL INVENTORS

*Inventor(s) name must include at least one unabbreviated first or middle name.

204	FULL NAME * OF INVENTOR	FAMILY NAME Van Humbeeck	GIVEN NAME Jan	MIDDLE NAME	
	RESIDENCE & CITIZENSHIP	CITY Haasrode	STATE OR FOREIGN COUNTRY Belgium		COUNTRY OF CITIZENSHIP Belgium
	POST OFFICE ADDRESS	POST OFFICE ADDRESS Elzenbroekstraat 20	CITY Haasrode	STATE OR COUNTRY Belgium	ZIP CODE B-3053
205	FULL NAME * OF INVENTOR	FAMILY NAME	GIVEN NAME	MIDDLE NAME	
	RESIDENCE & CITIZENSHIP	CITY	STATE OR FOREIGN COUNTRY		COUNTRY OF CITIZENSHIP
	POST OFFICE ADDRESS	POST OFFICE ADDRESS	CITY	STATE OR COUNTRY	ZIP CODE
206	FULL NAME * OF INVENTOR	FAMILY NAME	GIVEN NAME	MIDDLE NAME	
	RESIDENCE & CITIZENSHIP	CITY	STATE OR FOREIGN COUNTRY		COUNTRY OF CITIZENSHIP
	POST OFFICE ADDRESS	POST OFFICE ADDRESS	CITY	STATE OR COUNTRY	ZIP CODE
207	FULL NAME * OF INVENTOR	FAMILY NAME	GIVEN NAME	MIDDLE NAME	
	RESIDENCE & CITIZENSHIP	CITY	STATE OR FOREIGN COUNTRY		COUNTRY OF CITIZENSHIP
	POST OFFICE ADDRESS	POST OFFICE ADDRESS	CITY	STATE OR COUNTRY	ZIP CODE
208	FULL NAME * OF INVENTOR	FAMILY NAME	GIVEN NAME	MIDDLE NAME	
	RESIDENCE & CITIZENSHIP	CITY	STATE OR FOREIGN COUNTRY		COUNTRY OF CITIZENSHIP
	POST OFFICE ADDRESS	POST OFFICE ADDRESS	CITY	STATE OR COUNTRY	ZIP CODE
209	FULL NAME * OF INVENTOR	FAMILY NAME	GIVEN NAME	MIDDLE NAME	
	RESIDENCE & CITIZENSHIP	CITY	STATE OR FOREIGN COUNTRY		COUNTRY OF CITIZENSHIP
	POST OFFICE ADDRESS	POST OFFICE ADDRESS	CITY	STATE OR COUNTRY	ZIP CODE

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, under section 1001 of Title 18 of the United States Code; and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

SIGNATURE OF INVENTOR 204: JAN VAN HUMBEECK 	SIGNATURE OF INVENTOR 205:	SIGNATURE OF INVENTOR 206:
DATE 05-12-2005	DATE	DATE
SIGNATURE OF INVENTOR 207:	SIGNATURE OF INVENTOR 208:	SIGNATURE OF INVENTOR 209:
DATE	DATE	DATE

☐ Additional inventors are named on separately numbered sheets attached hereto.

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P66457 d3.p03(pg 2).wpd

PATENT

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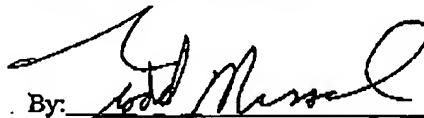
ASSIGNEE'S CONSENT TO REQUEST TO
ADD INVENTORS 37 CFR §1.497(D)(3)

The Assignee of the above application, Boston Scientific Scimed, Inc., hereby consents to the change of inventorship of the above application from Ivan De Scheerder, Jorgen Sohler, and Natasja Van Der Leden as coinventors to Ivan De Scheerder, Jorgen Sohler, Natasja Van Der Leden, and Jan Van Humbeeck as coinventors.

The undersigned is authorized to execute this document on behalf of the Assignee.

Boston Scientific Scimed, Inc.

Date: February 21, 2006

By: 
Typed Name: Todd Messal
Its: Assistant Secretary

6109 Blue Circle Drive, Suite 2000
Minnetonka, MN 55343-9185
Telephone: (952) 563-3000
Facsimile: (952) 563-3001
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P.O. Box 1450
Alexandria, VA 22313-1450

Docket No.: S63.2I-13056-US01

ASSIGNEE'S STATEMENT OF OWNERSHIP 37 CFR 3.73(B)

Boston Scientific Scimed, Inc., a corporation, is the assignee of the entire right, title and interest in the patent application identified above by virtue of:

- A. ☐ An assignment from the inventor(s) of the patent application identified above. A photocopy of the Assignment is enclosed. The original Assignment is being mailed to Assignment Branch for recording.
- OR
- B. ☒ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:
- From: Ivan De Scheerder, Jurgen Sohler, and Natasja Van Der Leden
To: Advanced Laser Applications Holding S.A.
The document was recorded in the Patent and Trademark Office at Reel 011882, Frames 0802-0803, or for which a copy thereof is attached.
 - From: Jan Van Humbeeck
To: Advanced Laser Applications Holding S.A.
By an Assignment dated May 12, 2005.
 - From: Advanced Laser Applications Holding S.A.
To: Ziscoat N.V.
By an Assignment dated January 27, 2006.

BEST AVAILABLE COPY

4. From: Ziscoat N.V. To: Boston Scientific Scimed, Inc.
By an Assignment dated October 12, 2005.

☒ Copies of assignments or other documents in the chain of title are attached.

The undersigned is empowered to sign this statement of ownership certificate on behalf of the assignee.

Respectfully submitted,

VIDAS, ARRETT & STEINKRAUS

Date: 2/21/06

By: 

James M. Urzedowski
Registration No.: 48596

6109 Blue Circle Drive, Suite 2000
Minnetonka, MN 55343-9185
Telephone: (952) 563-3000
Facsimile: (952) 563-3001

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162 247170

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

AUGUST 22, 2001

PTAS

JACOBSON HOLMAN PLLC
HARVEY B. JACOBSON, JR.,
400 SEVENTH STREET, N.W.
WASHINGTON, DC 20004



101749478A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/11/2001

REEL/FRAME: 011882/0802
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
DE SCHEERDER, IVAN

DOC DATE: 04/04/2001

ASSIGNOR:
SOHIER, JURGEN

DOC DATE: 04/04/2001

ASSIGNOR:
VAN DER LEDEN, NATASJA

DOC DATE: 04/04/2001

ASSIGNEE:
ADVANCED LASER APPLICATIONS
HOLDING S.A.
RUE GOETHE 1
LUXEMBOURG, LUXEMBOURG 1637

SERIAL NUMBER: 09798990
PATENT NUMBER:

FILING DATE: 03/06/2001
ISSUE DATE:

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011882/0802 PAGE 2

SHARON BROOKS, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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06-14-2001

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Washington, D.C. 20231

Commissioner of Patents & T

FORM PTO-181BA

(Rev. 9-99)



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U.S. DEPARTMENT OF COMMERCE

101749478

Patents and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Submission Type

☒ New☐ Resubmission (Non-Recordation)

Document ID #

☐ Correction of PTO Error

Reel # _____ Frame # _____

☐ Corrective Document

Reel # _____ Frame # _____

2. Name of Conveying Party(ies):

DE SCHEERDER, Ivan

SOHIER, Jurgan

VAN DER LEDEN, Natasja

Additional Name(s) of conveying party(s) attached? ☐ Yes ☒ No

3. Name and Address of Receiving Party(ies):

Name: ADVANCED LASER APPLICATIONS HOLDING S.A.Street Address: Rue Goethe 1City: LuxembourgState/Country: Luxembourg Zip: 1637

Additional name(s) & address(es)

☐ Yes ☒ No

4. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other: _____Execution Date(s): 04 04 2001

5. Application number(s) or patent number(s):

If this document is being filed together with a new application,

☐ the first execution date of the application is: _____☒ The filing date of the application 03 06 2001

A. Patent Application No.(s)

09798,990

B. Patent No.(s)

6. Name and address of party to whom correspondence concerning this matter should be mailed:

CUSTOMER NUMBER 00136

or

JACOBSON HOLMAN PLLC

400 Seventh Street, N.W.

Washington, DC 20004

Tel. 202-638-8865

7. Number of applications and patents involved: 18. Total fee (37 CFR 3.41) \$ 40.00☒ Enclosed☒ Any deficiencies in enclosed fees are authorized

to be charged to deposit account 08-1358

Attorney Docket

P66457US0

DO NOT USE THIS SPACE

10. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Harvey B. Jacobson, Jr. / 20,851

Name of Person Signing/ Reg. #

Signature

June 11, 2001

Date

Total number of pages excluding cover

-1-

JPBAS 103-1128

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129335

UNITED STATES OF AMERICA - ASSIGNMENT

(1-5) Insert Name(s) of Inventors

(1) DE SCHEERDER Ivan(2) SOHIER Jurgen(3) VAN DER LEDEN Natasja

(4) _____

(5) _____ and

In consideration of the sum of one dollar (\$1.00), and other good and valuable considerations paid to each of the undersigned, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assigns, transfers and sets over to

(6) Insert Name of Assignee

(6) ADVANCED LASER APPLICATIONS HOLDING S.A.

(7) Insert Address of Assignee

(7) of Rue Goethe 1 at 1637 Luxembourg, Luxembourg

(8) Insert Legal Entity and State or Country (e.g., a corporation or citizen of Japan)

(8) a corporation of Luxembourg

(hereinafter designated as the Assignee) the entire right, title and interest for the United States, its territories, dependencies and possessions, in the invention known as

(9) Insert Identification of Invention, such as Title, Case Number or Foreign Application Number

(9) Intraluminal perforated radially expandable drug delivery prosthesis and a method for the production thereof

for which the undersigned has (have) executed an application for patent in the United States of America

(10) Insert Date of signing of Application, or filing date and Serial No., if known

(10) Said application having been executed/ filed on March 6, 2001 (and assigned Serial No. 09/798,990)

1) The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing or divisional applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

2) The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning this application or any continuing or divisional applications thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

3) The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Union for Protection of Industrial Property or similar agreements.

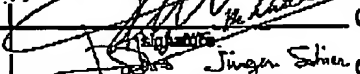
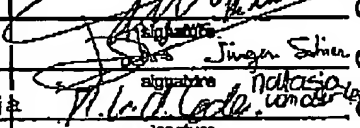
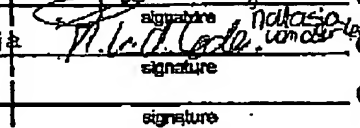
4) The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent to the Assignee.

5) The undersigned hereby authorize(s) and request(s) the Commissioner of Patents and Trademarks to issue any and all Letters Patents of the United States resulting from this application or any continuing or divisional applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute any agreement in conflict herewith.

6) Assignor hereby further assigns to Assignee all claims and causes of action for infringement of the patent rights assigned herein, including the right to sue for, and collect damages for, any and all acts of past and future infringement.

7) The undersigned hereby grant(s) the law firm of Jacobson, Price, Holman & Stern, PLLC, 400 Seventh Street, N.W., Washington, D.C. 20004, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date	<u>April 4, 2001</u>	Name of Inventor	<u>DE SCHEERDER Ivan</u>	 (SEAL)
			typed name	signature
Date	<u>April 4, 2001</u>	Name of Inventor	<u>SOHIER Jurgen</u>	 (SEAL)
			typed name	signature
Date	<u>April 4, 2001</u>	Name of Inventor	<u>VAN DER LEDEN Natasja</u>	 (SEAL)
			typed name	signature
Date	_____	Name of Inventor	_____	_____ (SEAL)
			typed name	signature
Date	_____	Name of Inventor	_____	_____ (SEAL)
			typed name	signature

This assignment should preferably be signed before a United States Consul if signed abroad, or a Notary Public if domestically signed. If not, then the execution by the inventor(s) should be witnessed by at least two witnesses who sign here:

☐ Additional inventor's names and signatures on a separate sheet.

Witness

Marc Schintgen

Witness

Holman Ingrid

LAW OFFICES OF

JACOBSON, PRICE, HOLMAN & STERN

PROFESSIONAL LIMITED LIABILITY COMPANY

THE JENIFER BUILDING

400 SEVENTH STREET, N.W.

WASHINGTON, D.C. 20004

JPH&S 7/98

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13-01-2006 11:53

GEVERS & VANDER HAEGHEN 3

UNITED STATES OF AMERICA - ASSIGNMENT

- (1-5) Insert Name(s) of Inventor(s) (1) Jan Van Humbeeck
 (2) _____
 (3) _____
 (4) _____ and
 (5) _____
- (6) Insert Name of Assignee (6) ADVANCED LASER APPLICATIONS HOLDING S.A.
 (7) Insert Address of Assignee (7) of RUE GOETHE 1, LUXEMBOURG, LUXEMBOURG 1637
 (8) Insert Legal Entity and State or Country (8) a corporation of Luxembourg
 (e.g., a corporation or citizen of Japan) (hereinafter designated as the Assignee) the entire right, title and interest for the United States, its territories, dependencies and possessions, in the invention known as
 (9) Insert Identification of Invention, such as Title, Case Number or Foreign Application Number (9) Intraluminal perforated radially expandable drug delivery prosthesis and a method for the production thereof
 for which the undersigned executed an application for patent in the United States of America
 (10) Insert Date of signing of Application, or filing date and Serial No., if known (10) Said application having been executed/ filed on _____ (and assigned Serial No. _____)

1) The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing or divisional applications and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

2) The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning this or any continuing or divisional applications thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

3) The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims provisions of the International Union for Protection of Industrial Property or similar agreements.

4) The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent to the

5) The undersigned hereby authorize(s) and request(s) the Commissioner of Patents and Trademarks to issue any and all Letters Patents United States resulting from this application or any continuing or divisional applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute any agreement in conflict herewith.

6) Assignor hereby further assigns to Assignee all claims and causes of action for infringement of the patent rights assigned herein, including right to sue for, and collect damages for, any and all acts of past and future infringement.

7) The undersigned hereby grant(s) the law firm of Jacobson Holman PLLC, 400 Seventh Street, N.W., Washington, D.C. 20004, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date <u>05-12-2005</u>	Name of Inventor <u>Jan Van Humbeeck</u>	<u>[Signature]</u>	(SEAL)
	typed name	signature	
Date _____	Name of Inventor _____	_____	(SEAL)
	typed name	signature	
Date _____	Name of Inventor _____	_____	(SEAL)
	typed name	signature	
Date _____	Name of Inventor _____	_____	(SEAL)
	typed name	signature	
Date _____	Name of Inventor _____	_____	(SEAL)
	typed name	signature	

This assignment should preferably be signed before a United States Consul if signed abroad, or a Notary Public if domestically signed. If not, then the execution by the inventor(s) should be witnessed by at least two witnesses who sign here:

☐ Additional inventor's names and on a separate sheet.

Witness

Witness

[Signature] TURGEN SUKIC
[Signature] INA COCK

LAW OFFICES OF

JACOBSON HOLMAN

PROFESSIONAL LIMITED LIABILITY COMPANY

THE JENIFER BUILDING

400 SEVENTH STREET, N.W.

WASHINGTON, D.C. 20004

JH 5/01 (Copying without deletions permitted)

P08457Humbeeck_assign.wpd

ASSIGNMENT

For valuable consideration, **ADVANCED LASER APPLICATIONS HOLDING S.A.**, a Corporation of Luxembourg, having its principle place of business at 16, Rue de Nassau, L-1637 Luxembourg, hereby assigns to **ZISCOAT N.V.**, a Corporation of Belgium, having a principle place of business at Interleuvenlaan 62, zone 2, 3001 Heverlee, Belgium, and to its successors and assigns (collectively hereafter referred to as "the Assignee", the entire right, title and interest throughout the world in the inventions and improvements which are the subject of one or more applications for United States Patent, identified as **"INTRALUMINAR PERFORATED RADially EXPANDABLE DRUG DELIVERY PROSTHESIS AND A METHOD FOR THE PRODUCTION THEREOF"**, filed March 6th, 2001 as a U.S. Patent Application Serial Number 09/798,990, claiming priority to EPA 00870035.3, filed March 6th, 2000; this assignment includes said application, and any and all foreign patents and patent applications corresponding thereto, more particularly European Application 01925368.1 filed on March 2nd, 2001, and European Patent EP1261297 which issued therefrom on November 2nd, 2005, Australian application AU20010052154D, published as AU5215401 on September 17th, 2001 and Hong Kong Application No. 3100795.4; this assignment further includes any divisional continuing, reissue or other applications based in whole or in part on said application; this assignment includes utility models, and design registrations granted for any of said inventions and improvements; and the right to claim priority based on the filing date of said application or of European Application 008703335.3 under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and **ADVANCED LASER APPLICATIONS HOLDING S.A.** authorizes Assignee to apply, in all countries in its own name for patents, utility models, design registrations, and like rights of exclusion, and for inventors' certificates for said inventions and improvements; and **ADVANCED LASER APPLICATIONS HOLDING S.A.** agrees for its self and its successors, legal representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements, and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

In Witness Whereof, I hereto sign at Luxembourg
This day, January 27, 2006

Advanced Laser Applications Holding S.A.

Director
A.T.T.C. Management s. à r.l.

pour A.T.T.C. Management s.à r.l.
A.T.T.C. s.a. (gérant)

VAN KEYMEULEN
Administrateur délégué

Director
A.T.T.C. Directors s. à r.l.

pour A.T.T.C. Directors s.à r.l.
A.T.T.C. s.a. (gérant)

VAN KEYMEULEN
Administrateur délégué

ASSIGNMENT AGREEMENT

This Assignment Agreement effective this 12th day of October 2005, by and between Boston Scientific Scimed, Inc., a Minnesota corporation with a place of business at One Scimed Place, Maple Grove, MN 55311-1566, together with its Affiliates referred to as "ASSIGNEE" and Ziscoat nv, with an address of Ambachtenstraat 1 3210 Lubbeek Belgium referred to as "ASSIGNOR."

AGREEMENT:

For and in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE I

DEFINITIONS

For the purposes of this Agreement, the following defined terms shall have the respective meanings set forth in this Article I:

1.1 Affiliate. The term "Affiliate" of ASSIGNEE shall mean any corporation or other business entity which, directly or indirectly, controls, is controlled by, or is under common control with ASSIGNEE.

1.2 Agreement. The term "Agreement" means this Assignment Agreement.

1.3 ASSIGNOR Confidential Information. The term "ASSIGNOR Confidential Information" means all confidential information, including technology, designs, concepts, ideas, computer programs, products, inventions, discoveries, procedures, techniques, know-how, and methods conceived or developed by ASSIGNOR whether oral or written (including drawings, sketches, designs, specification, notes, memoranda, and reports), prior to and during the term of this Agreement, individually or jointly by ASSIGNOR and ASSIGNEE, that are covered by the claims of Assigned Patents. ASSIGNOR Confidential Information shall exclude any portion of such information which is released or disclosed to the public or already available in the public domain.

1.4 Assigned Patents. The term "Assigned Patents" means:

- (i) All patents and patent applications listed on Schedule I, and all U.S. Patents and Applications, including but not limited to continuations, continuations-in-part, divisionals, reissues or re-exams, of ASSIGNOR that claim priority to any or all of the preceding patents or applications listed on Schedule I; and

(ii) All patents, listed on Schedule I, and applications of ASSIGNOR that claim priority to the patents and applications of Paragraph 1.4 (i) outside the United States.

1.5 ASSIGNEE Confidential Information. The term "ASSIGNEE Confidential Information" shall include all confidential information concerning ASSIGNEE's past, present or future research, technology, designs, concepts, ideas, know-how, computer programs, products, markets and business plans which directly or indirectly relate to the ASSIGNOR Confidential Information or the terms of this Agreement, whether oral or written (including drawings, designs, specification, notes, memoranda and reports) or in three-dimensional form, and all information provided by ASSIGNEE to ASSIGNOR and marked "confidential" or with a similar designation. ASSIGNEE Confidential Information shall exclude any portion of such information which is released or disclosed to the public, or already available in the public domain.

1.6 Territory. The term "Territory" means all countries and territories of the world.

ARTICLE 2

ASSIGNMENT

2.1 Assignment. ASSIGNOR hereby assigns to ASSIGNEE the Assigned Patents and the ASSIGNOR Confidential Information. The assignment of this Paragraph 2.1 includes the right to assign such Assigned Patents and the right to grant licenses. Unless earlier terminated, the assignment of this Paragraph 2.1 shall extend to the expiration of the last of the Assigned Patents.

2.2. Assignment Fee. In consideration for the assignment granted hereunder, ASSIGNEE will pay to ASSIGNOR, within thirty (30) business days after execution of this Agreement, an assignment fee.

ARTICLE 3

DISCLOSURE AND PROTECTION OF PROPRIETARY RIGHTS

3.1 Prosecution of Patent Application. ASSIGNEE shall have the sole responsibility and discretion in making all decisions concerning the prosecution of all Assigned Patents (including any interferences). ASSIGNEE shall bear the related expenses of patent prosecution. ASSIGNOR shall cooperate with ASSIGNEE in such prosecution matters and shall not unreasonably delay filing of patent applications. Patents prosecuted by ASSIGNOR remain Assigned Patents pursuant to this Agreement.

ARTICLE 4 INFRINGEMENT

4.1 Representations and Warranties. ASSIGNOR warrants and represents that for this Agreement: (a) the execution and delivery of this Agreement will not result in a violation of or default under the policies of ASSIGNOR's present or past employers or under the terms of any employment, consulting, nondisclosure, confidentiality, research or other agreement to which ASSIGNOR is or may become a party; (b) ASSIGNOR owns One Hundred Percent (100%) of all right, title and interest in and to all of the Assigned Patents, and holds the sole right to grant the Assignment; (c) ASSIGNOR independently developed the subject matter described and disclosed in the Assigned Patents, which subject matter was not copied from a third party; (d) to the best of his knowledge and belief, there is no other person, firm or corporation claiming to have, through ASSIGNOR, any title or interest in or to any of the Assigned Patents; (e) to the best of his knowledge and belief, there are currently no outstanding claims of any kind related to any of the Assigned Patents, or to any know how, trade secrets, techniques, processes or other ASSIGNOR Confidential Information relating thereto and ASSIGNOR has not and agrees not to grant any option, licenses or agreements to any third party; (f) ASSIGNOR has full power to grant the rights, title, interest, licenses and privileges herein given and to enter into the Agreement; (g) to the best of his knowledge and belief, there is no action proceeding or investigation pending or threatened, or judgment, decree, ruling or order outstanding against ASSIGNOR, or in any manner involving ASSIGNOR, which might affect the rights granted to ASSIGNEE under this Agreement. ASSIGNOR hereby indemnifies, defends against and holds ASSIGNEE harmless from and against any and all claims, causes of action liabilities, costs and damages of every kind whatsoever, including reasonable attorneys' fees, that may be asserted against ASSIGNEE and that are resulting from wilful malfeasance by ASSIGNOR, demonstrated in writing by ASSIGNEE and that are related to, or arising out of, any misstatement or the omission of any fact necessary to make true any statement contained in this Paragraph 4.1. In no event shall Ziscoat's total liability exceed the amounts paid by BSC under this Agreement.

4.2 Infringement by Third Parties. If ASSIGNOR determines that a third party is making, using or selling a product that may infringe any of the Assigned Patents, ASSIGNOR will notify the ASSIGNEE in writing. ASSIGNEE may, at its sole option and expense, bring suit against such alleged infringer. All recoveries in such suit shall inure to the benefit of ASSIGNEE. ASSIGNOR will at the expense of ASSIGNEE cooperate with ASSIGNEE in any suit brought by

ASSIGNEE. ASSIGNEE will reimburse ASSIGNOR for all pre-approved expenses incurred in such cooperation.

ARTICLE 5

TERMINATION AND EXPIRATION

5.1 Default. If either party fails to comply with any material term or provision under this Agreement, the other party may elect to give such party written notice describing the alleged default. If the party in default has not cured such default within sixty (60) days after receipt of such notice, or, if such default cannot be corrected within such sixty (60) days period, has not commenced such cure or is not pursuing such cure in good faith, the notifying party shall be entitled to terminate this Agreement by giving one hundred twenty (120) days' written notice. In addition to said termination right, the non-defaulting party shall be entitled to any other rights it may have under this Agreement or otherwise under law.

5.2 Termination by ASSIGNEE. ASSIGNEE shall have the right to terminate this Agreement on sixty (60) days written notice to ASSIGNOR.

5.3 Expiration. Unless otherwise terminated, this Agreement will expire with the last to expire of the Assigned Patents.

5.4 Rights and Duties Upon Termination or Expiration. From and after the expiration or earlier termination of this Agreement:

(a) ASSIGNOR shall return all ASSIGNEE Confidential Information to ASSIGNEE and ASSIGNEE shall return all ASSIGNOR Confidential Information to ASSIGNOR.

(b) ASSIGNEE shall be relieved of its obligations under Article 2 hereof except as otherwise provided in this Paragraph 5.4.

5.5 Survival. The terms and provisions of Articles 4, 5, and 6 shall survive and continue in effect after the expiration or termination of this Agreement. Any termination of this Agreement shall be without prejudice as to any right of either party hereto with respect to any obligation of the other party accrued on or prior to the effective date of such termination.

ARTICLE 6

GENERAL

6.1 Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered personally or sent by registered or certified mail, postage prepaid and return-receipt requested, addressed as follows:

If to ASSIGNEE: Boston Scientific Scimed, Inc..
One Scimed Place
Maple Grove, MN 55311-1566
Attention: Vice President and Chief Patent
Counsel, Cardiovascular
Telephone: (763) 494-1700
Fax: (763) 494-2180

If to ASSIGNOR: Ziscoat nv
Ambachtenstraat 1
3210 Lubbeek
Belgium

Any such notice shall be deemed to have been given as of the date of personal delivery, as of the date on the receipt or as of the date returned unclaimed by the Postal Service.

6.2 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the England.

6.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors, heirs and assigns, and shall be assignable by either party without the prior written consent of the other party.

6.4 Modification of Waiver. No modification or amendment of any provision of this Agreement shall be made without the written consent of both parties hereto. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing.

6.5 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, then such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provisions of this Agreement shall remain in full force and effect.

6.6 Complete Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the above subject matter hereof.

6.7 Patent Marketing. ASSIGNEE, at its option, shall have the right to mark Assigned Products with patent notifications.

6.8 Future Actions. ASSIGNEE and ASSIGNOR each covenant and represent that they shall perform all legally proper acts and execute all documents as are reasonably needed for carrying out the intent of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

Scimed Life Systems, Inc.

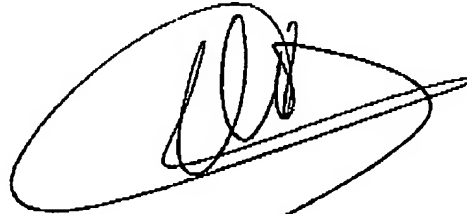
Ziscoat nv

By: 

By: JOHN DE SCHEPPE

Title: Chief Financial Officer

Title: DIRECTOR



Oct 12th, 2005

Schedule I

EP 1132058

WO 01/66036

AU 200152154

U.S. Patent Application No.: 09/798,990

EP 1261297

Hong Kong Application No.: 03100795.4

